

PENDLETON COUNTY FISCAL COURT

February Term, February 23rd, 2010

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Alan Whaley, Stacey Wells

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Jeff Dean, Pledge Allegiance lead by Judge Bertram.

In Re: Agenda

Judge Bertram presented the agenda for this meeting. Whereupon Squire Veirs made a motion to accept the agenda as presented, seconded by Squire Wells, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented the minutes from the February 9th, 2010 meeting, whereupon Squire Wells made a motion to approve these minutes as presented, seconded by Squire Whaley, motion carried.

In Re: Approve of Treasurer's Report

Pendleton County Treasurer, Vicky King, presented a written report for the month of January at the February 9th, 2010 meeting. Squire Whaley made a motion to approve the report as presented, seconded by Squire Veirs, motion carried.

In Re: Introduction of 2010 Primary Election Candidates

The candidates for the upcoming primary election in attendance were introduced as follows:
Bob Bathalter, seeking the position of District Judge for the 18th Judicial District which covers Pendleton, Harrison, Nicholas and Robertson Counties.

Rick Brown, seeking the position of Judge/Executive, may retire in June and is looking to become more involved in the county.

Rita Spencer, seeking re-election as County Clerk .

Lindsey Crawford, seeking the office of County Clerk.

Louis McCord, seeking re-election as Constable District 3.

Henry Bertram, seeking re-election as County Judge/Executive.

In Re: Recognize The Efforts Put Forth by the Pendleton County Road Department

Judge Bertram and the Magistrates recognized the efforts put forth by the Road Department during the recent snow storm. Squire Wells also recognized the dispatch department for the co-ordinated efforts put forth by both departments.

In Re: Sheriff's Close-Out Budget for 2009

Sheriff Craig Peoples presented his fourth quarter report and yearly financial close out to the court along with a check in the amount of \$31,167.68 in excess fees. Squire Fogle made a motion to accept this report as presented, seconded by Squire Whaley, motion carried.

Henry

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2009

Pendleton County Sheriff

Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1	Column 2	Column 3	Column 4	Column 5
	2009 Fee Account Budget Estimate	2009 Fee Account Cumulative Actual	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)
1. Total Est. Receipts YTD	\$682,300.00	\$656,344.09			
2. Total Disbursements YTD	\$651,319.00	\$625,176.41			
3. Book Balance/Excess Fees	\$30,981.00	\$31,167.68			
4. Bank Statement Balance		\$2,883.71			
5. Plus Deposits in Transit		\$30,887.21			
6. Less Outstanding Checks		\$2,560.37			
7. Other Interest		\$42.87			
8. Reconciled Bank Balance		\$31,167.68			
9. Accounts Receivable as of 12/31					
10. Unpaid Obligations as of 12/31					
11. Excess Fees					

Instructions: This form is the required format for the budget and the quarterly report. The quarterly report is cumulative. Show the status of all funds in the official charge during calendar year to date in Part One, Line 1. Show total receipts on a cash basis for the year to date including any beginning balances for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Three of report. Line 3. Show total disbursements on a cash basis for the year to date for all accounts. Show current year fee account in COLUMN 3 as calculated in Part Three of report. Line 4. Show difference between lines 1 and 2 for all accounts. Line 5. Show bank statement balance(s) as of close of quarter. Line 6. Show total deposits made prior to close of quarter that were not reflected in bank statement(s). Line 7. Show total amount of checks issued prior to close of quarter that were not reflected in bank statement(s). Line 8. Show line 4 adjusted for lines 5, 6, and 7. Line 9 should equal line 3 for all accounts. Line 9. Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 10. Complete for quarter ending 12/31. Show calculation in Part Three of report. Line 11. Complete for quarter ending 12/31. Show line 8 adjusted for lines 9 and 10. All debt to be shown in Part Four. Report due to: State Local Planning Officer, 1004 Capitol Center Drive, Suite 341, Frankfort, KY 40601-8204 by the 30th day following the close of each quarter. Fax # 502-573-3712 / Ph # 502-573-3718.

Approved by the fiscal court on the _____ day of _____, 20____.

County Judge/Executive Date

To the best of my knowledge the information reported herein for the budget/quarter ended _____ is accurate and complete.

Signature of County Sheriff Date

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	
1. School Resource Officer	28,000.00			34,230.68		\$34,230.68	\$6,230.68
2. Grants			3,000.00	3,490.43		\$6,490.43	\$6,490.43
3. State - KLEPP	18,000.00	5017.85	5,017.85	5,067.80	3,197.30	\$20,296.30	\$2,296.30
4. State Fees for Services (courtdime)	\$10,000.00	\$1,588.00	1,688.00	1,740.00	1,688.00	\$6,616.00	\$3,384.00
5. Miscellaneous	\$6,500.00	\$65.19	1,703.13	2,178.11	3,048.22	\$6,992.65	\$492.65
6. Transport Deputies	\$64,000.00	\$15,970.71	15,970.71	15,970.71	15,970.71	\$63,882.84	\$117.16
7. Circuit Clerk							
8. Sheriff Security Services	\$12,000.00	\$3,754.50	2,783.77	2,915.33	1,656.64	\$11,110.24	\$889.76
9. Courthouse General Fund	\$9,000.00	\$2,960.00	1,920.00	2,200.00	2,010.00	\$8,190.00	\$810.00
10. Court Ordered Payments							
11. Circuit Court (outside Circuit Court)							
12. County Clerk (consequent issue)	\$4,000.00	\$434.95	\$43.61	277.64	69.63	\$1,025.83	\$3,184.37
13. Commissions on Taxes Collected	\$240,000.00	\$12,499.67	12,425.00	2,249.18	287,286.40	\$234,460.25	\$5,539.75
14. Fees Collected for Services							
15. Auto Inspections	\$4,000.00	\$900.00	984.00	934.00	765.00	\$3,603.00	\$397.00
16. Accident/Police Reports	\$300.00	\$48.00	268.00	87.00	176.00	\$316.00	\$16.00
17. Serving Papers	\$35,000.00	\$9,368.00	8,690.00	10,412.00	9,212.00	\$37,682.00	\$2,682.00
18. CODW	\$4,000.00	\$1,002.00	1,341.00	1,200.00	2,095.00	\$6,538.00	\$2,538.00
19. Vehicle Loan Crw.Vic	\$26,000.00	\$25,200.00				\$25,200.00	\$800.00
20. Gas fr. Prisoner Transport	\$12,000.00	\$2,317.00	2,337.50	2,787.75	2,205.50	\$9,847.75	\$2,152.25
21. Interest Earned	\$6,000.00	\$35.34	49.49	639.35	848.15	\$1,572.33	\$6,579.92
22. Total Revenues							
23. 10% add on taxes	\$21,000.00	\$13,328.59	18,257.40			\$31,585.99	\$10,585.99
24. Salary Adv. For January	\$0.00						
25. State Advancement	\$190,000.00	\$51,090.00	43,661.00	\$1,090.00		\$145,841.00	\$44,159.00
26.							
27. Total Receipts (Total lines 1 through 26)	\$689,800.00	\$145,491.90	121,140.56	137,329.88	252,181.75	\$656,344.09	

Copy the figures shown on line 27 to the Budget Estimate column in the Summary on page 1, column 1, line 1. Copy the figures shown on line 27 to the Total YTD column on page 1, column 2, line 1. Copy the figures shown on line 27 to the Receipts column on page 1, line 1.

\$ 31,332.05 more in Revenue than estimated.

* \$68,013.21 less Revenues than estimated.

\$ 44,159.00 in advancement revenue not needed/not spent brings Revenues less than estimated down to \$ 23,854.21

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	
1. School Resource Officer	28,000.00			34,230.68		34,230.68	\$6,230.68
2. Grants			3,000.00	3,490.43		6,490.43	\$6,490.43
3. State - KLEPPP	18,000.00	5017.85	1,617.89	5,187.90	5,192.30	30,296.30	\$2,296.30
4. State Fee for Services (courts/traffic)	\$10,000.00	\$1,500.00	1,688.00	1,740.00	1,688.00	\$6,616.00	\$3,384.00
5. Miscellaneous	\$5,500.00	\$68.19	1,703.13	2,178.11	3,048.22	\$6,997.65	\$492.65
6. Transport Dues/Fees	\$64,000.00	\$15,970.71	15,970.71	15,970.71	15,970.71	\$63,882.84	\$117.16
7. Sheriff Security Services	\$12,000.00	\$1,754.59	2,783.77	2,915.33	1,656.64	\$11,110.24	\$289.76
8. Courthouse General Fund	\$9,000.00	\$2,060.00	1,920.00	2,200.00	2,010.00	\$8,190.00	\$810.00
9. Court Ordered Payments							
10. Fiscal Court (includes Sheriff's Office)							
11. County Clerk (includes Sheriff's Office)							
12. County Clerk (includes Sheriff's Office)	\$4,000.00	\$434.95	\$43.61	277.44	69.63	\$1,825.63	\$3,174.37
13. Commissions on Taxes Collected	\$240,000.00	\$12,499.67	12,423.00	2,249.18	207,286.40	\$234,468.25	\$5,531.75
14. Fees Collected for Services							
15. Auto Inspections	\$4,000.00	\$900.00	984.00	954.00	765.00	\$3,603.00	\$397.00
16. Accident/Police Reports	\$300.00	\$48.00	268.00	87.00	176.00	\$579.00	\$121.00
17. Serving Papers	\$35,000.00	\$9,368.00	5,690.00	10,412.00	9,212.00	\$34,682.00	\$3,318.00
18. CCDW	\$4,000.00	\$1,000.00	1,341.00	1,200.00	2,005.00	\$5,546.00	\$1,546.00
19. Vehicle Loan Crm. Vle	\$26,000.00	\$25,200.00				\$25,200.00	\$800.00
20. Gas Fr. Prisoner Transport	\$12,000.00	\$2,317.00	2,537.50	2,287.75	2,205.50	\$9,347.75	\$2,652.25
21. Interest Earned	\$6,000.00	\$13.54	49.49	839.35	848.15	\$1,570.53	\$6,429.47
22. Total Revenues							
23. 10% add on taxes	\$21,000.00	\$11,328.59	18,257.40			\$31,585.99	\$10,585.99
24. Salary Adv. For January	\$0.00						
25. State Advancement	\$190,000.00	\$31,090.00	43,663.00	\$1,090.00		\$145,843.00	\$44,157.00
26.							
27. Total Receipts (total lines 1 through 26)	\$689,000.00	\$145,491.00	121,140.56	137,328.83	232,181.75	\$636,142.14	\$52,857.86

Copy the figures shown on line 27 to the Budget Estimate column in the Summary on page 1, column 1, line 1. Copy the figures shown on line 27 to the Total YTD column in the Summary on page 1, column 2, line 1. Copy the figures shown on line 27 to the Unpaid Obligations column in the Summary on page 1, column 3, line 1.

\$ 31,332.05 more in Revenue than estimated.

* \$68,013.21 less Revenues than estimated.

\$ 44,159.00 is advancement revenue not needed/not spent brings Revenues less than estimated down to \$ 23,834.21

Sherriff's Budget and Report

Part Two - Fee Account Receipts

Page 3 of 6

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations (line 28)
34. Uniform-Court Security	\$2,500.00			1,628.09	126.00	\$1,754.09	\$745.91
35. Uniform-Alex	\$3,000.00	\$2,146.89			103.67	\$2,250.56	\$749.44
36. Radio	\$1,200.00	\$970.82	4,458.78	669.80	23.72	\$6,123.12	\$4,926.12
37. Range Instructor	\$1,500.00	\$775.00	375.00	375.00		\$1,525.00	\$3,475.00
38. Court Security Salary	\$10,000.00	\$1,036.00	2,140.00	3,680.00	6,552.00	\$13,408.00	\$2,592.00
39.							
40. Debt Service (includes Sheriff's Office)							
41. State Advancement	\$190,000.00				145,843.00	\$145,843.00	\$44,157.00
42. Bank Loan January Salary	\$0.00						
43. Interest							
44. Payment of Vehicle Loan		\$5,000.00	19,706.04			\$24,706.04	\$24,706.04
45. Capital Outlay (includes purchase of tangible items lasting in excess of 1 year)							
46. Office Equipment	\$1,500.00				630.10	\$630.10	\$869.90
47. Vehicles	\$24,412.00	\$24,411.40				\$24,411.40	\$1,000.60
48. Accreditation							
49. Subtotal from Page 1	\$415,110.00	\$24,269.70	190,010.27	102,740.08	101,802.00	\$404,822.05	\$404,822.05
50. Total	\$640,231.00	\$129,808.78	131,760.00	109,127.00	235,547.38	\$606,243.16	\$33,987.84
51. Payments to County Treasurer					\$31,187.68	\$31,187.68	
52. Payments to State Treasurer							
53. Total Disbursements (total lines 34 through 52)		\$129,808.78	\$131,760.00	\$109,127.00	\$235,547.38	\$606,243.16	\$33,987.84

Copy the figures shown on line 53 to the Budget Estimate column in the Summary on page 1, column 1, line 2. Copy the figures shown on line 53 to the Total YTD column in the Summary on page 1, column 2, line 2. Copy the figures shown on line 53 to the Unpaid Obligations column in the Summary on page 1, column 3, line 2.

\$ 73,000.04 Disbursements spent under estimate

\$ 23,042.67 Disbursements spent over estimate

Sherriff's Budget and Report

Part Three - Fee Account Disbursements

Page 4 of 6

LP 1002.00 Rev. 10/06

Part Four - Liabilities Outstanding

Quarter ended 12/31/2009

Multi-year Issues	Issue	Issue	Totals
Where Budgeted			
Description			
Term (# of Years)			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Less Reserve Earnings			
Net Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Short-Term Liabilities	Issue	Issue	
Where Budgeted	190,000.00		
Description			
Term			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue	\$145,841.00		
Principal Balance Remaining			
Interest Balance Remaining			
Total Outstanding			0-0
Next Payment Date			
Next Payment Amount			
Final Payment Date	12/31/2009		
Total Outstanding Debt			0-0

Comments:

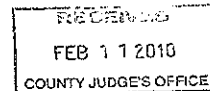
Sherriff's Budget and Report

Part Four - All liabilities outstanding as of report date

Page 5 of 6

**In Re: 2010 Ambulance Grant Agreement in the amount of \$10,084.00 for Pendleton County EMS
and Northern Pendleton County Ambulances**

Judge Bertram presented the court with a copy of an MOA for execution between Pendleton County and the Kentucky Board of Emergency Medical Services/KCTCS for fiscal year 2010. Squire Veirs made a motion to approve the MOA, seconded by Squire Wells, motion carried.



TO: All County Judge Executives
FROM: Bob Hammonds,
Interim Executive Director
Kentucky Board of Emergency Medical Services (KBEMS)
DATE: February 12, 2010
RE: Ambulance Service Grant Funding

Enclosed you will find the Memorandum of Agreement (MOA) for execution between your county and the Kentucky Board of Emergency Medical Services/KCTCS for fiscal year 2010 Ambulance Service Grant Funding. Please sign the agreement on the second page and return the original signed MOA to the KBEMS office no later than March 15, 2010. This will enable KBEMS to process the check for the award to your county.

This year 119 counties will be awarded Ambulance Grant Funding. As a result, each county will receive a grant in the amount of \$10,084.00. It is our hope that these funds will assist you in the provision of emergency medical services in your county and will help to ease the financial burden associated with the provision of those services.

Thank you for participating in the fiscal year 2010 ambulance grant funding process. Should you have any questions regarding this grant or Memorandum of Agreement please feel free to contact Laurie Qullen at (859)256-3580.

Sincerely,

Bob Hammonds,
Interim Executive Director
KBEMS

Enclosures

300 North Main Street, Versailles, KY 40383
859.256.3565 Fax: 859.256.3128
kbems.kctcs.edu

KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM

DUTIES/RESPONSIBILITIES OF THE COUNTY:

WHEREAS, the County having completed and timely postmarked the Application by December 31, 2009, NOW THEREFORE the County shall strictly comply with the requirements of KRS 311A.155 and 202 KAR 7:520 regarding the expenditure of the Project funds and shall monitor and shall provide documentation to KBEMS of all expenditures. Documentation shall be submitted no later than one (1) month after the expiration of this agreement or if combining two (2) years of funds no later than one (1) month after the following fiscal year end. Failure to do so may result in reimbursement of improperly or illegally-used funds to KBEMS and/or forfeiture of future Project funds.

FINANCIAL DATA AND TERMS:

KBEMS hereby agrees to disburse to the Pendleton County Fiscal Court the sum of \$10,084.00

SEVERABILITY:

The breach, disagreement concerning, and/or illegality of any single provision of this agreement shall not nullify the entire agreement.

LIABILITY:

Both parties hereby agree that KCTCS, as a public agency, enjoys qualified sovereign immunity. Any litigation arising from the alleged breach of this contract and/or interpretation of the terms of this agreement shall be brought in the Franklin Circuit Court. Any negligence claims against KCTCS shall be brought pursuant to KRS 44.070 et seq., the Board of Claims Act. Furthermore, all terms and conditions in this agreement to the contrary notwithstanding, the parties understand and agree that state and federal laws governing KCTCS as a public agency shall prevail.

BY: _____
Title: County Judge-Executive
County of: Pendleton

Signature on Original in KBEMS Central Office
Dr. Jay Box, Chancellor
Kentucky Community & Technical College System

Signature on Original in KBEMS Central Office
Bob Hammonds, Executive Director
Kentucky Board of Emergency Medical Services

Signature on Original in KBEMS Central Office
Pam Duncan, Legal Counsel
Kentucky Board of Emergency Medical Services
SenateBillMOA2010

In Re: Approve JP Morgan's Sale to Bank of New York Mellon for KACO Bonds

Judge Bertram presented the court with documentation regarding the sale by JPMorgan Trust Company, N.A. of its corporate trust business to The Bank of New York Mellon and its affiliates. In order to formalize the transfer of our account and all related documents, files, records assets and property from JPM to BNYM a Tri-Party agreement must be signed by Judge Bertram with approval from the Fiscal Court.

Squire Wells made a motion to allow Judge Bertram to sign the agreement, seconded by Squire Veirs, motion carried.



February 5, 2010

Honorable Henry W. Bertram, Judge/Executive
County of Pendleton, Kentucky
233 Main Street, Room 4
Falmouth, KY 41040

Re: Pendleton County, Kentucky Money Market Multi-County Lease Revenue Bonds
(Kentucky Association of Counties Leasing Trust Program) Series 1989

Dear Judge Bertram:

This letter is written as a follow up to the sale by JPMorgan Trust Company, N.A. ("JPM") of its corporate trust business to The Bank of New York Mellon and its affiliates ("BNYM"). In order to formalize the transfer of the above referenced account and related documents, files, records, assets and property from JPM to BNYM, we have prepared the attached Agreement of Resignation, Appointment and Acceptance ("Tri-Party Agreement"), which has already been signed by BNYM. Please sign the enclosed copies of the Tri-Party Agreement where indicated, and return them to us in the enclosed self-addressed, postage paid envelope. After JPMorgan signs the Tri-Party Agreement we will forward to you a fully executed original for your records.

If you have any questions related to this matter, please do not hesitate to contact the undersigned. We appreciate your prompt attention to this matter, and thank you for allowing us to continue to serve your corporate trust needs.

Sincerely,

Mr. Michael Hanks
Vice President
Telephone (502) 566-6922
FAX (502) 566-6955
michael.hanks@bnymellon.com

Enclosures

Global Corporate Trust
614 West Main Street, Suite 2600, Louisville, KY 40202

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

THIS AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE (this "Agreement") dated as of January 20, 2000, by and among JPMorgan Chase Bank, N.A., formerly J.P. Morgan Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America (the "Resigning Trustee"), Pendleton County, a political subdivision of the Commonwealth of Kentucky (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America (the "Successor").

WHEREAS, the Resigning Trustee or its predecessor in interest and the Issuer entered into the Trust Indenture[s] set forth on the attached Schedule 1 (the "Trust Indenture[s]"; terms defined in the Trust Indenture[s] shall have such defined meanings herein unless otherwise provided), pursuant to which the Issuer's Bonds, as set forth on the attached Schedule 1 (the "Bonds") were issued and the Resigning Trustee has been acting in the capacities assigned to it by the Trust Indenture[s] (all such applicable roles being hereinafter included in the term the "Trustee");

WHEREAS, the Purchase and Assumption Agreement, dated as of April 7, 2006, as the same may be amended from time to time (the "Purchase Agreement"; terms defined in the Purchase Agreement shall have such defined meanings herein unless otherwise provided), by and between The Bank of New York Company, Inc. and JPMorgan Chase & Co., provides for the sale of the Resigning Trustee's Corporate Trust Business including the Trust Indenture[s] to the Successor on or after the Closing Date specified under the Purchase Agreement (the "Closing Date");

WHEREAS, pursuant to the Trust Indenture[s], the Resigning Trustee desires to resign as the Trustee, the Issuer desires to appoint the Successor as Trustee and the Successor desires to accept appointment as Trustee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I
Succession

Section 1.01. **Resignation of Resigning Trustee.** The Resigning Trustee resigns as the Trustee as of the close of business on the date of this Agreement (the "Effective Date"). The Issuer accepts such resignation and waives any required notice thereof.

Section 1.02. **Appointment of Successor.** The Issuer appoints the Successor to serve as Trustee, with all the authority, rights, powers and immunities vested in, and all duties and obligations binding on, the Trustee, on the Effective Date. In accordance with the provisions of the Trust Indenture[s], all rights, powers, duties and immunities of the Trustee, shall be vested in and undertaken by the Successor.

Section 1.03. **Acceptance of Appointment; Notice to Bondholders.** The Successor accepts its appointment as Trustee by the Issuer with all the authority, rights, powers and immunities vested in the Trustee and agrees to serve as Trustee and to perform the duties and obligations of the Trustee, on the Effective Date. The Successor agrees to notify the registered holders of the Bonds of the resignation of the Resigning Trustee and its appointment as Trustee to the extent, if any, and in the manner, if any, required by the Trust Indenture[s].

Section 1.04. **Assignment of Powers and Property; Delivery of Documents.** The Resigning Trustee, as provided in Section 2.1 of the Purchase Agreement, hereby confirms and assigns to the Successor, in trust under the Trust Indenture[s], all property, rights, powers, duties, trusts, immunities and obligations of the Resigning Trustee as Trustee. The Resigning Trustee confirms that it has transferred to the Successor (a) all moneys, securities and other assets held under the Trust Indenture[s], (b) all documents relating to the trust

created by the Trust Indenture[s] and (c) any other information in respect of the Bonds required under the Purchase Agreement.

Section 1.05. Further Assurances. The Resigning Trustee agrees, upon reasonable request of the Successor, to execute, acknowledge and deliver such further instruments of transfer and further assurances and to do such other things as may reasonably be required for more fully and certainly vesting and confirming in Successor all the property, rights, powers, duties, trusts, immunities and obligations of the Resigning Trustee as Trustee.

ARTICLE II

Representations and Warranties

Section 2.01. Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to the Successor as follows:

- (a) the Trust Indenture[s] and the Bonds were validly and lawfully executed and delivered or issued by the Issuer and constitute obligations of the Issuer enforceable as provided therein by the Successor, subject to laws affecting creditors' rights and equitable principles;
- (b) the Issuer has performed or fulfilled each covenant, agreement and condition on its part to be performed or fulfilled under the Trust Indenture[s] on or prior to the date hereof; and
- (c) no event of default under the Trust Indenture[s] has occurred and is continuing.

Section 2.02. Representations and Warranties of Resigning Trustee. Resigning Trustee hereby represents and warrants to Successor as follows:

- (a) resigning Trustee is a national banking association, and is duly organized and existing under the laws of the United States of America;
- (b) from the date of the Purchase Agreement until October 1, 2006, the Trust Indenture has been amended or supplemented only by that certain Third Supplemental Trust Indenture dated as of July 1, 2006 among the Issuer, the Resigning Trustee and Kentucky Association of Counties Leasing Trust;
- (c) from the date of the Purchase Agreement until October 1, 2006, Resigning Trustee has received no notice of any event of default under the terms of the Trust Indenture[s]; and
- (d) to the best knowledge of the Resigning Trustee, there is no suit, action, claim or proceeding pending or threatened against the Resigning Trustee related to the Bonds, the Trust Indenture[s], or Resigning Trustee's administration of the trusts created under the Trust Indenture[s].

Section 2.03. Representations of Successor. The Successor hereby represents and warrants to Resigning Trustee and the Issuer as follows:

- (a) The Successor is a national banking association, and is duly organized and existing under the laws of the United States of America; and
- (b) The Successor is qualified and eligible to serve as Trustee under the Indenture[s].

ARTICLE III

Miscellaneous

Section 3.01. Applicable Law. This Agreement shall be construed under the laws of the State of New York without application of its conflict of laws provisions.

Section 3.02. Counterparts. This Agreement may be executed in a number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

Section 3.03. Preservation of Rights. Except as expressly provided herein, nothing contained in this Agreement shall in any way affect the obligations or rights of the Issuer, the Resigning Trustee, the Successor or any holder of the Bonds under the Trust Indenture[s]. As between the Resigning Trustee and the Successor, nothing in this Agreement, express or implied, is intended or shall be construed to modify, expand or limit in any way the rights or obligations of the parties under, and the terms of, the Purchase Agreement.

Section 3.04. Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Resigning Trustee, the Successor and the Issuer and their respective successors and assigns.

Section 3.06. Amendments. This Agreement shall be amended only in a writing signed by the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement by their duly authorized corporate officers as of the date first above written.

PENDLETON COUNTY, KENTUCKY
By: _____
Title: _____

JPMORGAN CHASE BANK, N.A., FORMERLY
J.P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION
By: _____
Title: _____

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
By: *[Signature]*
Title: *Vice President*

4

SCHEDULE 1

1. Trust Indenture dated as of March 1, 1989 between Pendleton County, Kentucky (the "Issuer"), JPMorgan Chase Bank, N.A., formerly J.P. Morgan Trust Company, National Association (successor to Liberty National Bank and Trust Company of Louisville), as trustee, and Kentucky Association of Counties Leasing Trust relating to the Issuer's Money Market Multi-County Lease Revenue Bonds (Kentucky Association of Counties Leasing Trust Program) Series 1989
2. Issuer's notice address:
Honorable Henry W. Bertram, Judge Executive
County of Pendleton, Kentucky
Pendleton County Courthouse
233 Main Street, Room 4
Palmouth, Kentucky 41040

5

Consent to Appointment of Successor Trustee

The undersigned, JPMorgan Chase Bank, N.A., as required by Section 10.11 of that certain Trust Indenture dated as of March 1, 1989, as supplemented and amended to date (the "Indenture"), between Pendleton County, Kentucky (the "Issuer"), JPMorgan Chase Bank, N.A., formerly J.P. Morgan Trust Company, National Association, (successor to Liberty National Bank and Trust Company of Louisville), as trustee, and Kentucky Association of Counties Leasing Trust, hereby consents to the appointment by the Issuer of The Bank of New York Mellon Trust Company, N.A. as successor Trustee under the Indenture.

Dated: _____, 2009

JPMorgan Chase Bank, N.A., formerly J.P.
Morgan Trust Company, National Association

By: _____
Name: _____
Title: _____

6

In Re: Approve Blacktop Bidding Process

Squire Whaley made a motion, seconded by Squire Fogle to allow Judge Bertram to begin the 2010 Blacktop bidding process, motion carried.

In Re: Letter From County Attorney to Mapping Companies

Judge Bertram ask for a motion allowing the County Attorney to draft a letter to Mapping companies and ask them to use our county mapping information which is up to date and not currently being used by the GPS mapping companies. Squire Veirs made a motion to for the County Attorney to draft such letter, seconded by Squire Fogle, motion carried.

In Re: Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells made a motion, seconded by Squire Whaley, that the following Budget Account Transfers be accepted and approved as presented, motion carried.

PENDLETON COUNTY FISCAL COURT
TUESDAY FEBRUARY 23, 2010
7:00 PM

COURT ORDER TRANSFERS

BUDGET FUND TRANSFER

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5080-571 Courthouse Renewals and Repairs \$ 1,000.00

INTERFUND TRANSFERS

Transfer from General Fund to Ambulance Fund for Operations \$75,000.00

Henry W. Bertram
County Judge/Executive

Vicky King
Fiscal Court Clerk

Date: _____

Date: _____

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Veirs, seconded by Squire Fogle, that the following claims be allowed and ordered paid out of the following fund, motion carried.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund
From: 02/23/2010 To: 02/23/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor OFFICEDEPO OFFICE DEPOT						
Voucher No.	08-5084				Voucher Date	02/23/2010
08-0123	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	508601504001	832296	OFFICE SUPPLIES JUDGES OFFICE	54.21
08-0123	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	508882218001	643055	ENVELOPES FOR JUDGES OFFICE	92.96
08-0123	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	508848848001	643052	JUDGES OFFICE SUPPLIES	37.36
		Printed On Check 012312			Voucher Totals	184.53
Vendor MODERN LEA MODERN LEASING						
Voucher No.	08-5085				Voucher Date	02/23/2010
08-0123	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6739605015	643094	COPIER LEASE JUDGES OFFICE	440.58
		Printed On Check 012313			Voucher Totals	440.58
Vendor COATTORNEY JEFFERY DEAN						
Voucher No.	08-5086				Voucher Date	02/23/2010
08-0123	01-5005-185-	CO ATTORNEY SECRETARY		643109	CO ATTORNEY SECRETARY	2,167.29
08-0123	01-5005-445-	CO ATTORNEY OFFICE SUPPLIES		643109	CO ATTORNEY OFFICE SUPPLIES	2,257.89
		Printed On Check 012314			Voucher Totals	4,425.18
Vendor BECKY'S FL BECKY'S FLOWER BASKET						
Voucher No.	08-5097				Voucher Date	02/23/2010
08-0123	01-5025-499-	OTHER SUPPLIES	3301	832306	FLOWERS FOR FUNERAL OF JAILER R. HUTCHISON	52.00
		Printed On Check 012315			Voucher Totals	52.00
Vendor KMCA KY MAGISTRATES & COMMISSIONERS ASSOC						
Voucher No.	08-5098				Voucher Date	02/23/2010
08-0123	01-5025-569-	REGISTRATION/CONFERENCES	177	832299	2010 KMCA TRAINING G. VEIRS	50.00
		Printed On Check 012316			Voucher Totals	50.00
Vendor STACEY WELLS STACEY WELLS						
Voucher No.	08-5099				Voucher Date	02/23/2010
08-0123	01-5025-569-	REGISTRATION/CONFERENCES		643071	REIMBURSE FUEL CONFERENCE, FRANKFORT 358 MI @ .41	126.28
		Printed On Check 012317			Voucher Totals	126.28
Vendor KCJEA KCJEA/KMCA						
Voucher No.	08-5100				Voucher Date	02/23/2010
08-0123	01-5025-569-	REGISTRATION/CONFERENCES	3348	643068	KCJEA WINTER CONFERENE H. BERTRAM	200.00
		Printed On Check 012318			Voucher Totals	200.00
Vendor KMCA KY MAGISTRATES & COMMISSIONERS ASSOC						
Voucher No.	08-5101				Voucher Date	02/23/2010
08-0123	01-5025-569-	REGISTRATION/CONFERENCES	212	643086	COUNTY OFFICIAL TRAINING A. WHALEY, S. WELLS	100.00
		Printed On Check 012319			Voucher Totals	100.00
Vendor STRAUSS STRAUSS & TROY						
Voucher No.	08-5102				Voucher Date	02/23/2010
08-0123	01-5070-399-	PLANNING - COMPREHENSIVE	6905013	643053	PROFESSIONAL SERVICES	87.50
		Printed On Check 012320			Voucher Totals	87.50
Vendor DOUGLAS BE DOUGLAS BECKHAM						
Voucher No.	08-5103				Voucher Date	02/23/2010
08-0123	01-5070-574-	P & Z TRAINING		643088	P&Z TRAINING 2 HRS @ \$25 HR	50.00
		Printed On Check 012321			Voucher Totals	50.00
Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY						
Voucher No.	08-5104				Voucher Date	02/23/2010
08-0123	01-5070-578-	P & Z UTILITIES		643072	MARCH P&Z UTILITIES	100.00
		Printed On Check 012322			Voucher Totals	100.00

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

General Fund
From: 02/23/2010 To: 02/23/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor ARAMARK ARAMARK UNIFORM SERVICES, INC						
Voucher No.	08-5105				Voucher Date	02/23/2010
08-0123	01-5080-411-	CUSTODIAL SUPPLIES	5436545648	837192	JANUARY MAT RENTAL COURTHOUSE	72.24
08-0123	01-5080-411-	CUSTODIAL SUPPLIES	5436548236	439251	JANUARY MAT RENTAL COURTHOUSE	72.24
08-0123	01-5080-411-	CUSTODIAL SUPPLIES	5436552781	439282	JANUARY MAT RENTAL COURTHOUSE	72.24
08-0123	01-5080-411-	CUSTODIAL SUPPLIES	5436552782	439282	JANUARY MAT RENTAL ANNEX BUILDING	6.24
08-0123	01-5080-411-	CUSTODIAL SUPPLIES	5436558398	439318	JANUARY MAT RENTAL COURTHOUSE	72.24
08-0123	01-5088-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	5436545647	637192	JANUARY MAT RENTAL ANNEX BLDG.	6.24
08-0123	01-5088-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	5436549237	439251	JANUARY MAT RENTAL ANNEX BLDG	6.24
08-0123	01-5088-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	5436558399	439318	JANUARY MAT RENTAL ANNEX BLDG	6.24
		Printed On Check 012323			Voucher Totals	313.92
Vendor SILGAS SILGAS						
Voucher No.	08-5106				Voucher Date	02/23/2010
08-0123	01-5205-578-	DOG KENNEL UTILITIES	128304	832291	FEBRUARY GAS FOR ANIMAL SHELTER	370.74
		Printed On Check 012324			Voucher Totals	370.74
Vendor D-C ELEVAT D-C ELEVATOR COMPANY, INC.						
Voucher No.	08-5107				Voucher Date	02/23/2010
08-0123	01-5090-571-	COURTHOUSE RENEWALS & REPAIRS	149027	643054	ELEVATOR MAINTENANCE OIL & LUBRICATION	84.75
		Printed On Check 012325			Voucher Totals	84.75
Vendor CROUCH'S BRIAN CROUCH-CROUCH'S LAWN CARE						
Voucher No.	08-5108				Voucher Date	02/23/2010
08-0123	01-5090-571-	COURTHOUSE RENEWALS & REPAIRS	478387	643085	JANUARY 26, 30 & FEBRUARY 6, SALT & PLOW COURTHS.	220.00
		Printed On Check 012326			Voucher Totals	220.00
Vendor CO CLERK PENDLETON COUNTY CLERK						
Voucher No.	08-5109				Voucher Date	02/23/2010
08-0123	01-5085-499-	CO PROPERTIES - OTHER SUPPLIES		643080	REGISTRATION 2010 FORD EXPEDITION	15.00
		Printed On Check 012327			Voucher Totals	15.00
Vendor HMB HMB PROFESSIONAL ENGINEERS, INC.						
Voucher No.	08-5110				Voucher Date	02/23/2010
08-0123	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS	3	643089	ENGINEERING SERVICES FOR WATER LINE EXTENSION	12,900.00
		Printed On Check 012328			Voucher Totals	12,900.00
Vendor KIA KENTUCKY INFRASTRUCTURE AUTHORITY						
Voucher No.	08-5111				Voucher Date	02/23/2010
08-0123	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS		643088	GRANT 354N-2008 ADMIN FEES	2,250.00
		Printed On Check 012329			Voucher Totals	2,250.00
Vendor RECREATION COMMUNITY RECREATION COMMISSION						
Voucher No.	08-5112				Voucher Date	02/23/2010
08-0123	01-5405-107-	RECREATION - SUPER / DIRECTOR		643101	1/2 SALARY RECREATION DIRECTOR	1,803.82
		Printed On Check 012330			Voucher Totals	1,803.82
Vendor BANKOFNEW THE BANK OF NEW YORK TRUST CO., NA						
Voucher No.	08-5113				Voucher Date	02/23/2010
08-0123	01-7700-606-	INTEREST ON LEASE - COLT		643112	WATER DIST LEASE PAYMENT #155 INTEREST	281.64
		Printed On Check 012331			Voucher Totals	281.64
20 Vouchers Printed Totalling						24,955.94

Page No 2

Pendleton County Fiscal Court

Voucher Claims Register

Road Fund

From: 02/23/2010 To: 02/23/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5114	Vendor	OFFICEDEPO	OFFICE DEPOT	Voucher Date	02/23/2010
08-0223	02-6105-447-	ROAD MATERIALS	508675458001	832208	AIR FILTER	26.87
		Printed On Check	008074		Voucher Totals	26.87
Voucher No.	08-5115	Vendor	HILLTOP	HILLTOP STONE LLC	Voucher Date	02/23/2010
08-0223	02-6105-409-	CRUSHED STONE & GRAVEL	858838	534468	188.94 TON #610	793.32
08-0223	02-6105-409-	CRUSHED STONE & GRAVEL		534467	42.94 TON 610'S	128.82
08-0223	02-6105-409-	CRUSHED STONE & GRAVEL		534463	LIMESTONE BUS TURNAROUND FOR RUTHS COURT	388.35
08-0223	02-6105-409-	CRUSHED STONE & GRAVEL		534469	6.36 TON 610'S	18.08
08-0223	02-6105-409-	CRUSHED STONE & GRAVEL		534468	198.39 TON 610S	576.09
		Printed On Check	008075		Voucher Totals	1,905.66
Voucher No.	08-5116	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.	Voucher Date	02/23/2010
08-0223	02-6105-447-	ROAD MATERIALS	1593247	643059	OXYGEN CYLINDERS	29.27
		Printed On Check	008078		Voucher Totals	29.27
Voucher No.	08-5117	Vendor	WYATT'S	WYATT'S SUPERVALU	Voucher Date	02/23/2010
08-0223	02-6105-447-	ROAD MATERIALS		534480	BOWL CLEANER, PAPER TOWELS, BLEACH, PINESOL	30.36
08-0223	02-6105-447-	ROAD MATERIALS		534483	CUSTODIAL SUPPLIES ROAD DEPT.	33.28
		Printed On Check	008077		Voucher Totals	63.64
Voucher No.	08-5118	Vendor	WHAYNESUPP	WHAYNE SUPPLY COMPANY	Voucher Date	02/23/2010
08-0223	02-6105-447-	ROAD MATERIALS	PC160018223	643058	TUBE ASSEMBLY & TUBE KIT	117.53
		Printed On Check	008078		Voucher Totals	117.53
Voucher No.	08-5119	Vendor	CARGILL	CARGILL, INCORPORATED	Voucher Date	02/23/2010
08-0223	02-6105-447-	ROAD MATERIALS	2740220	534495	49.23 TON SALT	1,506.67
		Printed On Check	008079		Voucher Totals	1,506.67
Voucher No.	08-5120	Vendor	ST.ELIZBUS	ST. ELIZABETH BUSINESS HEALTH CENTER	Voucher Date	02/23/2010
08-0223	02-6105-447-	ROAD MATERIALS	281000	643087	DRUG SCREEN T. ANTROBUS	39.00
		Printed On Check	008080		Voucher Totals	39.00
Voucher No.	08-5121	Vendor	PAULDEDMAN	PAUL DEDMAN	Voucher Date	02/23/2010
08-0223	02-6105-447-	ROAD MATERIALS		643104	LABOR SNOW REMOVAL 40 HRS @ \$9	360.00
		Printed On Check	008081		Voucher Totals	360.00
Voucher No.	08-5122	Vendor	WOODYMORG/	ELWOOD MORGAN	Voucher Date	02/23/2010
08-0223	02-6105-447-	ROAD MATERIALS		643105	LABOR FOR SNOW REMOVAL	470.00
		Printed On Check	008082		Voucher Totals	470.00
Voucher No.	08-5124	Vendor	BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA	Voucher Date	02/23/2010
08-0223	02-7700-808-	INTEREST ON TRUCK LEASE	21	643111	DUMP TRUCK LEASE PAYMENT	344.59
		Printed On Check	008083		Voucher Totals	344.59

Page No 1

Pendleton County Fiscal Court

Voucher Claims Register

Road Fund

From: 02/23/2010 To: 02/23/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5132	Vendor	JASON THOM	JASON THOMAS	Voucher Date	02/23/2010
08-0223	02-6105-447-	ROAD MATERIALS		643106	LABOR AND FUEL FOR BACKHOE OPERATIONS	1,189.61
		Printed On Check	008084		Voucher Totals	1,189.61
11 Vouchers Printed Totalling						6,052.84

Page No 2

Pendleton County Fiscal Court
Voucher Claims Register

Jail Fund
From: 02/23/2010 To: 02/23/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5125	Vendor	WYATT'S	WYATT'S SUPERVALU	Voucher Date	02/23/2010
08-0323	03-5101-445-	OFFICE SUPPLIES		837221	FOOD TRY FOR R. HUTCHINSON FAMILY	54.99
		Printed On Check	005037		Voucher Totals	54.99
Voucher No.	08-5126	Vendor	JAILASSOC	KENTUCKY JAILERS ASSOCIATION	Voucher Date	02/23/2010
08-0323	03-9100-569-	STAFF TRAINING		843082	2010 SUMMER CONFERENCE JAILER, 3 DEPUTIES	600.00
		Printed On Check	005038		Voucher Totals	600.00
					2 Vouchers Printed Totalling	654.99

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 02/23/2010 To: 02/23/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5127	Vendor	PEND EMS	PENDLETON COUNTY EMS, INC	Voucher Date	02/23/2010
08-0923	09-5140-303-	AMBULANCE SERVICE		843103	FY 2009-10 AMBULANCE SERVICE CONTRACT	71,296.11
		Printed On Check	001426		Voucher Totals	71,296.11
Voucher No.	08-5128	Vendor	HOMESITE	HOMESITE	Voucher Date	02/23/2010
08-0923	09-5140-364-	AMBULANCE QUARTERS RENT		843102	MARCH RENT	450.00
		Printed On Check	001429		Voucher Totals	450.00
Voucher No.	08-5129	Vendor	WYATT'S	WYATT'S SUPERVALU	Voucher Date	02/23/2010
08-0923	09-5140-411-	CUSTODIAL SUPPLIES		832311	CUSTODIAL SUPPLIES	62.51
08-0923	09-5140-411-	CUSTODIAL SUPPLIES		534383	CUSTODIAL SUPPLIES AMBULANCE QRTS	17.38
08-0923	09-5140-411-	CUSTODIAL SUPPLIES		534387	BATTERIES	11.80
		Printed On Check	001430		Voucher Totals	81.69
					3 Vouchers Printed Totalling	71,827.80

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

911 Fund Fund
From: 02/23/2010 To: 02/23/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5130						
	Vendor	MODERN LEA	MODERN LEASING		Voucher Date	02/23/2010
08-7523	75-5145-389-	MISCELLANEOUS CONTRACTUAL SERVICE	6739805014	643095	COPIER LEASE DISPATCH	270.10
	Printed On Check	001889			Voucher Totals	270.10
Voucher No. 08-5131						
	Vendor	L.R. F	L.R. FAULKNER		Voucher Date	02/23/2010
08-7523	75-5145-580-	911 STAFF TRAINING		643108	REIMBURSEMENT FOR TRAINING TRAVEL	236.62
	Printed On Check	001990			Voucher Totals	236.62
2 Vouchers Printed Totalling						506.72

Page No 1

In Re: Closing Remarks

Judge Bertram ask for approval from the Fiscal Court to send a letter to Evergreen Environmental and the Industrial Authority requesting a clean closure on the spill at Bluegrass Bio-Diesel. Squire Wells suggested that a letter from each of the property owners affected be obtained prior to the request for clean closure to assure that they are satisfied with the clean up. Squire Wells made a motion to approve the request, seconded by Squire Veirs, motion carried.

Discussion was held regarding three bridges in the county being lowered to a 3-Ton Load Limit. Two of these Bridges, Lemon Northcutt Road and Jagg Road can be corrected by the County Road Department as soon as weather permits, the third one is the Catawba Road Railroad Bridge and it is being looked at as well.

Squire Veirs reported that he has received no response as of this date regarding the appeal process for Speed Limit Signs on Highway 154.

Squire Whaley inquired as to whether Judge Bertram had been informed of a decision for placement of guard rail on Highway 17 from the Grocery Store to Grassy Creek Estates, Judge Bertram informed his that he had not received any information regarding this request but will check into it.

In Re: Adjournment

Squire Wells made a motion, seconded by Squire Fogle that this meeting be adjourned, to meet again in regular session on March 9th, 2010, subject to any called meetings, motion carried.

ATTEST:

Henry W. Bertram

Pendleton County Fiscal Court Clerk